



INTERNATIONAL SPORTS CONVENTION

GENEVA 2016

Business / Network / Learn / Grow

Terms & Conditions

INTERNATIONAL SPORTS CONVENTION 2016 (ISC 2016)

1. General Provisions

1.1. Definitions

- 1.1.1. **"INTERNATIONAL SPORTS CONVENTION 2016", "ISC 2016"** – an event, consisting of a combined sports Exhibition and approximately 18-36 individual sports Conferences and sports Masterclasses. Names and subjects of the above sports Conferences and Masterclasses can be a subject to change by the Organiser.
- 1.1.2. **"Organiser"** – means Sports Development Marketing Sàrl, based in Lausanne, Switzerland at Maison du Sport International, Avenue de Rhodanie 54, 1007 or – in case of any legal transformation – any other legal entity being the successor of Sports Development Marketing Sàrl after such a transformation;
- 1.1.3. **"Venue"** – means the venue of the ISC 2016, i.e. Palexpo Congress Centre of Geneva/Grand Saconnex, Geneva, Switzerland;
- 1.1.4. **"Exhibitor"** – means the person or the company agreeing to take a Stand (Space Only Stand, or Shell Scheme Stand) at the Exhibition under the Contract;
- 1.1.5. **"Exhibition"** – means ISC 2016 Exhibition, as a part of the ISC 2016, to take place on December 7 and 8, 2016 at the Venue;
- 1.1.6. **"Exhibitor's Fee"** – means the fee payable by the Exhibitor to the Organiser, for the particular space (Stand) at the Exhibition, agreed between them and constituting a part of the Contract;
- 1.1.7. **"Delegate"** – means the person to take part in the sports Conference(s) under the Contract;
- 1.1.8. **"Delegate's Fee"** – means the fee payable by the Delegate to the Organiser, for his participation in the sports Conference(s);
- 1.1.9. **"Contract"** – means the agreement made between the Exhibitor and the Organiser for the allocation of space (Stand) on the Exhibition, under the terms and conditions specified herein, where these Terms & Conditions constitute a part of (same formula shall apply to the Conference Delegates respectively);
- 1.1.10. **"Conference"** – means one of the sports conferences run under ISC 2016, to take place in the individual conference rooms;
- 1.1.11. **"Masterclass"** – means one of the sports masterclasses run under ISC 2016, to take place at the Exhibition hall;
- 1.1.12. **"Event"** – means ISC 2016, consisting of a combined Exhibition (with Masterclasses) and sports Conferences;
- 1.1.13. **"Registration Form"** – registration form for the potential Exhibitors, available on Organiser's website or at the Organiser, to be filled in by potential Exhibitor and submitted to the Organiser in order to be accepted as an Exhibitor in the Exhibition (same formula shall apply to the Conference Delegates respectively);
- 1.1.14. **"Rules & Regulations"** – rules & regulations of the Venue (*"General rules and regulations for the users of the Palexpo site"* including all its sections and annexes/apendices), binding for each Exhibitor and comprising of detailed and technical regulations for exhibitions and other events held at the Venue, accessible on the Venue's website (www.palexpo.ch/externe/PdfsShop/General_Regulations.pdf);

1.2. Regulations

Exhibitor hereby agrees to comply with requirements and regulations of these Terms & Conditions, as well as Rules & Regulations and all internal regulations of the Venue and any and all regulations of the city of Geneva, canton of Geneva, as well as the country of Switzerland, that might be in force in relation to the Venue. This include among others but not limited to: any and all regulations related to exhibited items, products and installations, retail prices, cash and carry sales, labor legislation and working time, foreign staff and temporary workers, liabilities for damage, and other.

1.3. Registration

All potential Exhibitors wishing to take part in the Exhibition, must express their will in writing by submitting to the Organiser an application in the form of Registration Form. By filling in and signing the Registration Form, Exhibitors express their serious interest in taking part in the Exhibition as Exhibitors, and acknowledge their binding acceptance to these Terms & Conditions, Rules & Regulations, as well as any and all internal regulations of the

Venue and any and all regulations of all local, county and state related that might be in force in relation to the Venue.

1.4. Conclusion of Contract

The Contract comes into force when Organiser has admitted the Exhibitor to the Exhibition, based on Exhibitor's prior submission of Registration Form. Organiser's admittance is deemed to be made, if no rejection has been articulated by the Organiser within 7 days since either: the Exhibitor's submission of Exhibitor's Registration Form or Exhibitor's payment of the Exhibitor's Fee. By doing the above the Exhibitor is deemed to have accepted these Terms & Conditions.

1.5. Conference

Provisions of this paragraph 1 shall apply to Conference Delegates respectively.

2. Payments

2.1. Exhibitor's Fees and payment

2.1.1. The Exhibitor shall pay to the Organiser the Exhibitor's Fee, in full or by the installments by the dates agreed by the parties and reflected on the invoice(s) issued by the Organiser and sent to the Exhibitor.

2.1.2. If the Exhibitor fails to pay any installment on the due date of payment, the Organiser may at any time thereafter either:

- a) by notice to the Exhibitor declare the balance remaining unpaid of the Exhibitor's Fee immediately payable, whereupon the Exhibitor shall pay such balance to the Organiser forthwith on demand, or
- b) terminate the Contract forthwith by notice to the Exhibitor served at any time after the due date for payment.

2.2. Breach of Contract

2.2.1. Without prejudice to its rights specified herein, the Organiser may terminate the Contract forthwith by notice to the Exhibitor:

- a) if the Exhibitor, shall in the opinion of the Organiser become or threaten to become insolvent or shall commence or suffer the commencement of proceedings against it by reason of insolvency, and/or
- b) if the Exhibitor shall fail to make payment of any installment on or before the due date for payment, and/or
- c) if the Exhibitor shall be in breach of any other of its obligations under the Contract and, if the breach is capable of remedy, shall have failed to remedy the breach within 14 days after the service of notice upon it by the Organiser specifying the breach complained of and requiring it to be remedied.

2.2.2. If the Contract is terminated by the Organiser, the Organiser shall be entitled (without prejudice to his other rights) to:

- a) require the Exhibitor to remove forthwith from the Venue all property of the Exhibitor or his contractors at a time stated by the Organiser or, at risk and cost of the Exhibitor to remove such property and deliver or dispatch it to the address of the Exhibitor given in the Registration Form, and/or
- b) erect on the Stand a board or other device carrying the name, title and/or marks of the Exhibitor.

2.2.3. The Exhibitor shall reimburse the Organiser, on demand, all legal and other costs incurred by the Organiser in connection with the termination of the Contract or the enforcement of the Organiser's rights hereunder and any costs incurred by the Organiser in the dressing, furnishing or alteration of the Stand vacated by the Exhibitor in order to maintain an orderly and visually pleasing Event.

2.3. Cancellation by the Exhibitor

2.3.1. The Exhibitor may cancel their participation in the Exhibition, in written form only.

2.3.2. The payment refund conditions related to the Exhibitors cancellation are as follows:

- 1) if the resignation takes place more than 250 days prior to the Exhibition date, the Organizer reimburses 25% of the Exhibitor's Fee, be returning the amount representing 25% of the Exhibitor's Fee – should the payment of the Exhibitor's Fee been made or by invoicing the Exhibitor with 75% of the Exhibitor's Fee – should the Exhibitor's Fee not been made;
- 2) resignations taking place less than 250 days before the Exhibition, or lack of appearance without prior notification on participation resignation results in the Exhibitor's obligation to pay 100% of the Exhibitor's Fee.

2.4. Cancellation of Exhibition

2.4.1. If the Event or its part is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lockout, civil disturbance, inevitable accident, the non-availability of the Event premises, or any other cause not within the control of the Organiser, the Organiser shall be under no obligation to repay the whole or part of the Exhibitor's Fee and shall be under no liability to the Exhibitor in respect of any such abandonment, cancellation or suspension. In such event, the Organiser reserves the right to change the Venue and/or date of the Event or its part.

2.4.2. If the Organiser comes to believe at any time up to 7 days before the Event that holding of the Event or its part is unprofitable for the Organiser or not in the best interests of the industry concerned, the Organiser may cancel the Event or its part. In such case, the Organiser shall promptly notify the Exhibitor about the cancellation and shall within 30 days refund to the Exhibitor such part of the Exhibitor's Fee that may have been paid to the Organiser.

2.4.3. The Organiser shall not be under no other liability whatsoever to the Exhibitor in respect of such cancellation or change of the venue and/or date.

2.5. Conferences

- 2.5.1. Provisions of this paragraph 2 shall apply to the Conference Delegates respectively.
- 2.5.2. Conference Delegates are allowed to pass their purchased Conference Delegate Ticket to another person, upon informing in writing (or by means of on-line process if possible) the Organiser about it 10 days prior to the Event at the latest (name change).

3. Exhibition

3.1. Opening Hours

- 3.1.1. The Exhibition will be open to visitors daily for the period and during the opening hours.
- 3.1.2. All dust covers must be removed and Stands ready for display purposes by the readiness time on each open day. No exhibits shall be removed from their positions until the close of the Exhibition without Organiser's written permission, nor shall any Stand be covered up or closed during the Exhibition before the official closing time. Opening hours will be communicated to the Exhibitors.

3.2. Admission to the Exhibition

- 3.2.1. The Organiser reserves the right to refuse to admit or expel from the Exhibition premises any person at any time notwithstanding that person's possession of an official ticket/pass.
- 3.2.2. The Organiser reserves the right to issue official tickets/passes of admission and no other forms for admission will be valid.
- 3.2.3. No Exhibitor will be admitted to the Exhibition without producing to the gate officials the Exhibitor's pass issued to him by the Organiser, who reserves the right, at his discretion, to withdraw the pass issued to any person if complaints have been received concerning that person's conduct.

3.3. Advertising

- 3.3.1. Exhibitors should only distribute advertising matter in relation to their own goods. The distribution of printed matter and usage of advertising material and media is only admissible in the Exhibitor's own Stand.
- 3.3.2. The execution of advertising activities outside the confines of the given Stand is prohibited. Advertising activities involve also and above all the usage of persons carrying advertising as well as the distribution and location of advertising materials of any kind (posters, banners, stickers, brochures, etc.) on the Exhibition premises, halls, lounges, loading areas, outdoor exhibition areas as well as the Venue catering areas and parking lots. The Organiser is entitled to expel such persons and confiscate and/or destroy their advertising materials, as well as demand a flat-rate compensation of EUR 500 (plus VAT if applicable) for each individual case of such an activity from the Exhibitor on whose behalf such the advertising activities were being executed. The Organiser reserves the right to claim from the Exhibitor further damages caused by the above.

3.4. Technical Rules

For the delivery and removal of exhibits, the scheme for construction and furnishing of Stands, as well as for other technical and installation issues related to exhibiting at the Exhibition, please refer to the Rules & Regulations of the Venue. Should there be more detailed information needed, the Organiser will also communicate it to all Exhibitors by mail or e-mail.

4. Exhibiting

4.1. Exhibits

- 4.1.1. Exhibits must fall within the defined scope of the Exhibition and may represent all forms of materials, machinery, equipment and other related services to the Exhibition as approved by the Organiser. Exhibitor may be asked to provide details on the types of products or services they intend to display.
- 4.1.2. The Organiser reserves the right to refuse accommodation for any exhibit the character of which, in the opinion of the Organiser is unsuitable or unsafe for the site allocated to the Exhibitor or might constitute a health/safety hazard.
- 4.1.3. The Exhibitor shall ensure that no easily flammable or explosive substances, gases, petrol or other hazardous substances (including chemical pesticides and insecticides) or foul-smelling substances, radioactive sources, as well as naked lights, oil lamps and temporary gas and electrical fittings are present in the Exhibition Venue at any time. The Exhibitor shall also ensure that products presented and present in the Exhibition Venue are of sound quality and at all times meet the statutory and other applicable requirements and regulations. For more detailed information and regulations regarding materials allowed to be used at the Exhibition please refer to the Rules & Regulations.

4.2. Conduct of Exhibition, Passages and Directional Signs

- 4.2.1. Exhibitor shall ensure that the allotted Stand is open to view and staffed by competent representatives during the Exhibition hours. In the event of an Exhibitor failing to open the allotted Stand or uncover exhibits thereon, the Organiser may do so or arrange for the Stand and exhibits to be removed and the Exhibitor shall be liable for any charges resulting therefrom. The Organiser will not be liable for any losses or damages sustained by the Exhibitor as a result of such actions.
- 4.2.2. Exhibitors and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other Exhibitor, his/her employee, visitor or the Organiser, and shall not create any disturbance or obstruction. Any person who does not comply with these requirements shall be liable at the discretion of the Organiser, to be removed from the Exhibition buildings and refused re-admission during the period of the Exhibition.

- 4.2.3. Exhibitors must conduct their business only from their Stand and must not, under any circumstances, canvas visitors in the aisles, or in any other areas.
- 4.2.4. All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause any danger, annoyance or inconvenience to the other Exhibitors and visitors. Any practice resulting in a complaint from a fellow Exhibitor or visitor, which in the opinion of the Organiser exposes them to annoyance or danger will be prohibited.
- 4.2.5. Exhibitor is obliged to ensure that all passages in front of his allocated Stand are kept free from obstruction during the whole time the exhibition hall is open for the purpose of Exhibition.
- 4.2.6. The Organiser reserves the right to affix all directional signs, Stand numbers and other Stand identification on any Stands and in any positions.
- 4.2.7. All Exhibitors who have "Space Only" Stands are required to have the floor carpeted or appropriately covered (e.g.: wooden flooring). Should the Exhibitor fail to assure the above, relevant charges will apply.
- 4.2.8. Exhibitor is responsible to the Organiser for their Stand to be maintained in a clean state throughout the period of Exhibition. Exhibitors are responsible for any and all environmental costs of their garbage. Official garbage bags and containers can be ordered from Palexpo Online-Shop. Exhibitors may not carry out their own Stand cleaning and accordingly such Stand cleaning will be carried out by the official Stand cleaning contractor. Cleaning of the Stand after the Exhibition has finished is compulsory.
- 4.2.9. Smoking is not permitted in any areas of the Exhibition Venue. Any infringements and fines remain the sole liability of the Exhibitor.
- 4.2.10. The Exhibitor hereby accepts and agrees to comply with all health/safety/fire regulations being in force in relation to the Venue, in particular the sections: "Safety and security. Fire Protection." and "Palexpo regulations for Construction." of the Rules & Regulations.

4.3. Liability

- 4.3.1. The Exhibitor exhibits entirely at his own risk and the Organiser accepts no liability, whether in contract or in tort (including negligence), to the Exhibitor arising out of or in connection with the Exhibition or the acts or omissions of the Organiser or its officers, servants, subcontractors, agents or visitors in relation thereto, save as regards the contractual obligations of the Organiser hereunder. In particular (but without limitation) the Organiser does not accept responsibility for the performance by any Exhibition contractor in carrying out his obligations to the Exhibitor or for any other act or omission of any such contractor, whether or not the contractor has been appointed as the exclusive provider of any class or goods or services to the Exhibitor.
- 4.3.2. The liability of the Organiser, whether in contract or in tort (including negligence), and any liability the Organiser may have for the acts and omissions of its officers, servants in relation to such contractual obligations, arising out of or in connection with the performance of its contractual obligations hereunder shall not exceed 20% of the Fee actually paid by the Exhibitor to the Organiser under the Contract. The Organiser shall in no event be liable for any indirect or consequential loss of profit.
- 4.3.3. The Organiser has no liability to the Exhibitor for the performance by other persons at the Exhibition of their obligations to the Organiser.
- 4.3.4. The Exhibitor shall hold harmless and indemnify the Organiser from and against all actions, proceedings losses, claims, demands and liabilities (including costs on an indemnity basis) suffered or incurred by the Organiser arising out of or in connection with any act or mission of the Exhibitor or its officers, servants, contractors, agents or visitors.
- 4.3.5. The Exhibitor is not allowed to sublet, sub-rent the Stand or its part to any other third parties, without a prior written consent of the Organiser.

5. Other

5.1. Insurance

It is the responsibility of the Exhibitor to ensure that it procures and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:

- a) insurance of the Exhibitor's property,
- b) liability for injury sustained by employees or third parties,
- c) liability for loss or destruction of or damage to property of the Venue, of the Organiser and any third party, and
- d) insurance against losses arising out of the cancellation of the Exhibition due to causes beyond the control of the Organiser.

5.2. Other Services

- 5.2.1. An official photographer will be appointed for Exhibitors who desire their Stands or goods to be photographed. No other photographer will be allowed to take photographs, draw, copy or reproduce any Stand or article of the Venue without a written permission of the Organiser.
- 5.2.2. Unless expressly agreed otherwise in writing, the Venue caterers have the exclusive right to provide catering within the Venue during the Exhibition. The Exhibitor is not allowed to consume during the exhibition opening hours food purchased from third parties.
- 5.2.3. The provisions of this paragraph 5 shall apply to the Conference Delegates respectively.

6. Final Provisions

- 6.1.** The Exhibitor is aware of the fact that the Organiser stores all Exhibitor data provided to him within the framework of the Contract fulfillment for the purpose of data processing. The Exhibitor expressly agrees of such data storage and processing.
- 6.2.** Relations between the Organiser and the Exhibitor related to the Exhibition shall be governed by and interpreted in accordance with the laws of Switzerland. All disputes in connection with the above including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators (two of them being appointed - one by each party, who will jointly appoint the third one) under the auspices of, and pursuant to Swiss Law. The seat of the arbitration shall be Lausanne, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.
- 6.3.** The provisions of this paragraph 6.1 and 6.2. above shall apply to the Conference Delegates respectively.
- 6.4.** Any advertising or marketing indicating expected numbers regarding the Event (in particular Event attendance), shall be deemed as estimate, the Organiser cannot be responsible for any wrong numbers.
- 6.5.** Should individual provisions of these Terms & Conditions be or become invalid, the validity of the Contract, or of the remaining provisions, shall not be affected. Invalid provisions will be replaced that come closest to fulfilling the purpose being pursued by the parties in question.
- 6.6.** These Terms & Conditions may be subject to change at any time.

Lausanne, January 11, 2016.